

In The United States Patent and Trademark Office

j1040 U.S. PTO
09/778997
02/08/01

HONORABLE COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

Dear Sir:

Information Disclosure Statement of A process for synthesizing metal borohydrides by Yu Zhou

Pursuant to the guidelines for Information Disclosure Statements set forth in 37 C.F.R. Sections 1.97-1.99 and MPEP Section 609, Applicant(s) submit(s) herewith patents, publications or other information of which he/she/they is/are aware, which is believed to may be material to the examination of this application and in respect of which there may be a duty of disclosure in accordance with 37 CFR 1.56.

A list of patent(s) and/or publication(s) is set forth on the attached Form "Information Disclosure Statement by Applicant." A copy of each item listed is supplied herewith.

5,804,329 Sep.8,1998 Steven Amendola
5,599,640 Feb.4,1997 Jai-Y Lee, Taejeon; Han H. Lee, Seoul; Jon H. Lee; Dong M. Kim
3,734,842 May 22,1973 Hal B.H. Cooper
4,931,154 Jun.5,1990 Cecil H. Hale; Hossein Sharifian

US patent No. 3734842 described briely the technological history of synthesizing metal borohydrides and the reasons resulting in the high cost of metal borohydrides.

US patent No. 3734842, 4931154 and 5804329 described a technology to synthesize metal borohydrides by the use of electrochemical method.

US patent No. 5599640 described the application of metal borohydrides The background references described the same material-----metal borohydrides and their production technologies. but the method described in these references is different from the invention of the patent

While this Information Disclosure Statement may be "material" pursuant to 37 CFR 1.56, it is not intended to constitute an admission that any patent, publication or other information referred to therein is "prior art" for this invention unless specifically designated as such.

Respectfully submitted,

NAME: Yu Zhou

ADDRESS: 11 Lafayette Pl, 2nd floor
Kearny, NJ 07032
U.S.A

NON-DISCLOSURE AGREEMENT

J1040 U.S. PTO
09/778997
02/08/01

_____, a corporation incorporated according to the laws of the State of _____, having an address of _____ (hereinafter referred to as "Recipient"), in consideration of receiving information regarding an idea entitled "A process of synthesizing metal borohydrides" (hereinafter referred to as the "Idea"), with a view to consideration of a possible mutually satisfactory agreement with Yu Zhou having an address of 11 Lafayette Place, 2nd Floor, Kearny, NJ 07032, USA (hereinafter referred to as "Owner"), hereby agrees that:

1. Recipient will maintain the information concerning the Idea obtained from Owner in strict confidence.
2. Recipient will not disclose the Idea to anyone other than to those of its employees with a need to know and then only for the purpose of supplying to such employees sufficient information so as to enable them to evaluate the same and proceed further with negotiations concerning a contract between Recipient and Owner. Recipient shall obligate in writing any of Recipient's employees to whom the information is disclosed to maintain the information in confidence, and each of said employees shall be instructed to treat Owner's disclosure in confidence.
3. Recipient will not use any information disclosed by Owner pursuant to this Agreement unless and until further agreement is reached between Recipient and Owner.
4. Notwithstanding any other provisions hereof, Recipient shall not be liable for use, release or disclosure of any information that:
 - a) is required by judicial action after all available legal remedies to maintain the information in secret have been exhausted;
 - b) is known to Recipient prior to the disclosure to Recipient by Owner;
 - c) is independently developed by Recipient or one of its divisions or groups without any breach of this agreement; or
 - d) is approved by Owner for use or public release.
5. The information exchanged under this Agreement, together with all copies and/or negatives made thereof, shall be returned to Owner promptly at its request, or, in any event, upon termination or completion of this Agreement.
6. Nothing herein shall in any way affect the respective rights of either party under the patent, trademark and copyrights laws of any country.
7. This Agreement shall remain in force and effect for one (1) year from the date set forth below.
8. The undersigned has the authority to execute this Agreement to hold confidential on behalf of himself and on behalf of Recipient.

The rights and duties of either party under this Agreement may not be assigned or delegated without the written consent of the other party. This Agreement shall be construed under the laws of the State of _____.

Owner
Yu Zhou

Date: Feb. 7, 2001

ACCEPTED BY RECIPIENT:

By:

Date: